pending an appeal from the decree granting an injunction, the lower court is the proper tribunal to punish disobedience of the injunction. *State* v. *Dillon*, 96 Mo. 56.

CORPORATIONS — CORPORATE POWERS AND THEIR EXERCISE — EXTERIOR ADVERTISING ON PUBLIC OMNIBUS. — The plaintiff corporation maintained large, highly colored advertising signs upon the outside of its omnibuses. When threatened with interference by the city, the plaintiff sought to enjoin municipal action. *Held*, that an injunction will not be granted, as the plaintiff in engaging in exterior advertising is acting *ultra vires*. *The Fifth Avenue Coach Co.* v. *City of New York*, 38 N. Y. L. J. 1675 (N. Y., Sup. Ct., Jan. 1908).

The case presents a novel application of the doctrine of *ultra vires*. The franchises of public corporations are strictly construed and the courts are slow to allow them to indulge in subordinate undertakings which are not incidental to the prosecution of their main undertaking. See *Davis* v. *Old Colony R. R.*, 131 Mass. 258. While refreshment rooms in depots add to the convenience of passengers, they derive no benefit from exterior advertising, and to hold that the plaintiff has no such incidental power seems proper. *Pittsburgh, etc., Co.* v. *Seidell*, 6 Pa. Dist. 414. Advertising on station platforms, however, is justified on the ground of custom. See *Interborough R. T. Co.* v. *City of N. Y.*, 47 N. Y. Misc. 221. The court regrets its inability to treat the advertising as a nuisance. There is a marked tendency in recent cases to recognize public æsthetics as a basis for legal action. See 20 HARV. L. REV. 35. But as yet the use of private property has not been limited by prohibiting offensive advertisements. *City of Chicago* v. *Gunning System*, 214 Ill. 628. It is to be hoped that the courts will soon declare that the prohibition of unsightly advertising is as much within the police power as the prohibition of offensive noises and odors. See FREUND, POLICE POWER, § 182.

CORPORATIONS — DISTINCTION BETWEEN CORPORATION AND ITS MEMBERS — BINDING EFFECT ON STOCKHOLDERS OF CONTRACT MADE BY CORPORATION. — The X corporation with the assent of the individual defendants, its principal stockholders, sold all of its property, including good will, to the plaintiff, and covenanted that it would no longer engage in the same business. The individual defendants with others thereafter formed the defendant corporation, which proceeded to carry on that same line of business. *Held*, that neither the individual defendants nor the defendant corporation is precluded from so doing by the contract of the X corporation. *Donnell* v. *Herring, etc., Co.*, 208 U. S. 267.

For a discussion of this case in the lower court, see 20 HARV. L. REV. 223.

DAMAGES — MEASURE OF DAMAGES — LOSS OF USE OF AUTOMOBILE. — The plaintiff's automobile was damaged by the negligent act of the defendant, and the plaintiff was deprived of its use for three weeks while it was undergoing repairs. He was accustomed to use the car solely for purposes of health and pleasure. *Held*, that it is improper to admit evidence of the rental value of the machine. *Bondy* v. *New York City R. Co.*, 56 N. Y. Misc. 602.

The ordinary measure of damages in the case of injury to personal property is the expense of restoration, deterioration in value, and compensation for the loss of the use of the chattel. *Streett* v. *Laumier*, 34 Mo. 469; *Allen* v. *Fox*, 51 N. Y. 562. The plaintiff may recover for the deprivation of the use though he suffers no pecuniary loss thereby. *The Mediana*, [1900] A. C. 113. He is entitled to the use of his property and should be compensated for the loss of that use whether he would have gained a profit from it or enjoyed it himself. If the plaintiff had hired another automobile he could have recovered the reasonable expense of so doing. *Cf. Wellman* v. *Miner*, 19 N. Y. Misc. 644. It would seem to follow that if he chooses to do without a machine, he is entitled to compensation for the deprivation, which does not seem to be conjectural damage. In ascertaining the value of the use of a chattel, the rental value is proper evidence. *Chauvin* v. *Valiton*, 8 Mont. 451. The principal case, however, is in accord with a previous decision of the same court. *Foley* v. *Forty-Second St. R. Co.*, 52 N. Y. Misc. 183.